

# EXHIBIT C

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF QUEENS

-----X  
JULIUS TEUKU,

Plaintiff,

-against-

BOB'S DISCOUNT FURNITURE, LLC and MASTER  
SOFA INTERNATIONAL CO., LTD,

Defendants.  
-----X

Index No.: 710142/2020

**SUPPLEMENTAL**  
**SUMMONS**

Plaintiff designates **Queens** County as the place of trial. The basis of venue is plaintiff's address located at 85-23 Broadway, Elmhurst, NY 11373

**To the above-named Defendants:**

**You are hereby summoned** to answer the Amended Complaint in this action and to serve a copy of your Answer, or, if the Amended Complaint is not served with this Supplemental Summons, to serve a notice of appearance, on the plaintiff's attorneys within 20 days after the day of service (or within 30 days after the service is complete if this Summons is not personally delivered to you within the State of New York); and in case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the Complaint.

Dated: New York, New York  
May 7, 2021

  
\_\_\_\_\_  
Kevin S. Klein, Esq.  
ROSENBAUM & ROSENBAUM P.C.  
*Attorneys for Plaintiff*  
100 Wall Street, 15<sup>th</sup> Floor  
New York, NY 10005  
(212) 514-5007

**TO: See Attached Rider**

**RIDER TO SUMMONS**

**BOB'S DISCOUNT FURNITURE, LLC**

c/o Secretary of State  
C T Corporation System  
28 Liberty St.  
New York, NY 10005

**MASTER SOFA INTERNATIONAL CO., LTD**

Địa chỉ: Số 6 VSIP II- A, Đường số 18, KCN Việt  
Nam – Singapore II-A, Huyện Tân Uyên,  
Tỉnh Bình Dương, Việt Nam

SUPREME COURT OF THE STATE OF NEW YORK  
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**VERIFIED AMENDED**  
**COMPLAINT**

Plaintiff, by his attorneys, ROSENBAUM & ROSENBAUM, P.C., complaining of the  
Defendants, respectfully sets forth and alleges the following under information and belief:

1. Upon information and belief, and at all relevant times, Plaintiff, JULIUS TEUKU,  
is a resident of the State of New York, County of Queens.

2. Upon information and belief, Defendant, BOB'S DISCOUNT FURNITURE, LLC,  
was and still is a foreign business corporation with its principal place of business in the state of  
Connecticut.

3. Upon information and belief, Defendant, BOB'S DISCOUNT FURNITURE, LLC,  
was and still is a foreign limited liability corporation with its principle place of business in the State  
of Connecticut.

4. Upon information and belief, Defendant, BOB'S DISCOUNT FURNITURE, LLC,  
was and still at all times mentioned herein, authorized to do business in the State of New York  
pursuant to the laws of the State of New York and did in fact transact business within the State of  
New York.

5. Upon information and belief, Defendant, MASTER SOFA INTERNATIONAL

CO., LTD, was and still is a foreign business corporation with its principal place of business in Vietnam.

6. Upon information and belief, Defendant, MASTER SOFA INTERNATIONAL CO., LTD, was and still is a foreign limited liability corporation with its principal place of business in Vietnam.

7. Upon information and belief, Defendant, MASTER SOFA INTERNATIONAL CO., LTD, was and still at all times mentioned herein, authorized to do business in the State of New York pursuant to the laws of the State of New York and did in fact transact business within the State of New York.

8. Upon information and belief, and at all relevant times hereinafter mentioned, Defendant, MASTER SOFA INTERNATIONAL CO., LTD, was in the business of owning, operating, managing, maintaining, installing, selling, manufacturing and/or distributing the Forte Power Reclining Sofas for the purpose of sale and use to the public, and more specifically Plaintiff herein.

9. That at all times hereinafter mentioned, Defendant, MASTER SOFA INTERNATIONAL CO., LTD, transacted business within the State of New York and/or contracted to supply goods and/or services in the State of New York and the causes of action asserted in this Complaint arise out of such activities.

10. That at all times hereinafter mentioned, Defendant, MASTER SOFA INTERNATIONAL CO., LTD, committed a tortious act within the State of New York, and the causes of action asserted in this Complaint arise out of such act.

11. That at all times hereinafter mentioned, Defendant, MASTER SOFA INTERNATIONAL CO., LTD, regularly does or solicits business, or engages in any persistent

course of conduct, or derives substantial revenue from goods used or consumed or services rendered in the State of New York.

12. That at all times hereinafter mentioned, Defendant, MASTER SOFA INTERNATIONAL CO., LTD, expects or reasonably expects the tortious acts referred to in this Complaint to have consequences in the State of New York and derives substantial revenue from goods used or consumed, and/or from the transaction of business, in the State of New York.

13. That at all times hereinafter mentioned, Defendant, MASTER SOFA INTERNATIONAL CO., LTD, transacted and conducted business and provided services within the State of New York and derived substantial revenue therefrom.

**AS AND FOR A FIRST CAUSE OF ACTION**

14. Plaintiff repeats and realleges the allegations made in paragraphs “1” – “13” above with the full force and effect as if stated more fully herein.

15. That at all times hereinafter mentioned, the Defendants, BOB’S DISCOUNT FURNITURE, LLC and MASTER SOFA INTERNATIONAL CO., LTD, their agents, servants, employees, and/or contractors, individually and jointly, were involved in the design, manufacture, supply, installation and assembly of the Forte Power Reclining Sofas and their component parts and constituents.

16. That at all times hereinafter mentioned, the Defendants, BOB’S DISCOUNT FURNITURE, LLC and MASTER SOFA INTERNATIONAL CO., LTD, were engaged in the business of designing, manufacturing, assembling, compounding, testing, inspecting, packaging, labeling, fabricating, constructing, analyzing, instructing, warning, distributing, supplying, servicing, merchandising, recommending, advertising, promoting, marketing, selling, leasing and installing all constituent parts related to the safety systems of a certain Forte Power Reclining Sofas

and their component parts and constituents.

17. That at all times hereinafter mentioned, the Defendants BOB'S DISCOUNT FURNITURE, LLC and MASTER SOFA INTERNATIONAL CO., LTD, manufactured, designed, assembled, compounded, tested or failed to test, inspected or failed to inspect, packaged, labeled, fabricated, constructed, analyzed, instructed, distributed, supplied, serviced, merchandised, recommended, advertised, promoted, marketed, warned or failed to warn and sold a certain Forte Power Reclining Sofa and its component parts and constituents.

18. That at all times hereinafter mentioned, the Defendants, BOB'S DISCOUNT FURNITURE, LLC and MASTER SOFA INTERNATIONAL CO., LTD, their agents, servants, employees, and/or contractors, individually and jointly, designated employees whose responsibility included selecting the various component parts to be installed on the Forte Power Reclining Sofa so they could be used safely.

19. That at all times hereinafter mentioned, the Defendants, BOB'S DISCOUNT FURNITURE, LLC and MASTER SOFA INTERNATIONAL CO., LTD, their agents, servants, employees, and/or contractors, individually and jointly, had a duty to ensure that all of the component parts manufactured and installed on the subject Forte Power Reclining Sofa were compatible with each other, were in a reasonably safe condition individually and when used in combination, and that the completed Forte Power Reclining Sofa was fit for its intended use.

20. That at all times hereinafter mentioned, the Defendants, BOB'S DISCOUNT FURNITURE, LLC and MASTER SOFA INTERNATIONAL CO., LTD, their agents, servants, employees, and/or contractors, individually and jointly, had a duty to inspect, test, assemble, repair, and maintain the Forte Power Reclining Sofa, including but not limited to its component parts, in a condition whereby they were safe for use by consumers.

21. Upon information and believe and at all times hereinafter mentioned, the Forte Power Reclining Sofa that was designed, manufactured, distributed, delivered, installed, assembled, supplied and/or provided and made available for sale and use by consumers by Defendants, and more specifically, Plaintiff, was in an unfit condition which caused operational difficulties.

22. That at all times hereinafter mentioned, the Defendants, BOB'S DISCOUNT FURNITURE, LLC and MASTER SOFA INTERNATIONAL CO., LTD, were aware, or with the exercise of reasonable care should have known, of the unsafe conditions of the Forte Power Reclining Sofa that were delivered, installed, supplied, and/or made available for use by consumers, and more specifically, Plaintiff herein.

23. That at all times hereinafter mentioned, the Defendants, BOB'S DISCOUNT FURNITURE, LLC and MASTER SOFA INTERNATIONAL CO., LTD, knew, or should have known, that certain Forte Power Reclining Sofas and their component parts and constituents, were unsafe for their intended use because of defects in the manufacture, design, instructions, warnings, testing, and installation, so that they could not safely serve their intended purpose, but would expose the users of said product to serious injury.

24. That at all times hereinafter mentioned, the Defendants, BOB'S DISCOUNT FURNITURE, LLC and MASTER SOFA INTERNATIONAL CO., LTD, had a duty to properly and adequately guard, protect, instruct, or warn the users of said Forte Power Reclining Sofa and its component parts and constituents, against the defective, dangerous and hazardous propensities of said product.

25. That at all times hereinafter mentioned, the Defendants, BOB'S DISCOUNT FURNITURE, LLC and MASTER SOFA INTERNATIONAL CO., LTD, failed to apprise, warn



and/or advise the consumers of the Forte Power Reclining Sofa, and more specifically, Plaintiff, of the aforementioned defects and unsafe conditions of the Forte Power Reclining Sofa.

26. On July 4, 2019, the Plaintiff purchased a Forte Power Reclining Sofa and Power Gliding Console Loveseat from Defendant, BOB'S DISCOUNT FURNITURE, LLC, located in Queens County, State of New York.

27. The Plaintiff further purchased the Defendant, BOB'S DISCOUNT FURNITURE, LLC, offered service to have Defendant, by its agents, servants, employees, staff, licensees and/or independent contractors deliver, assemble, and inspect the furniture at Plaintiff's residence under the Defendants' "BOBtastic White Glove" service.

28. On or about August of 2019, the Defendant, BOB'S DISCOUNT FURNITURE, by its agents, servants, employees, staff, licensees and/or independent contractors delivered, assembled, and allegedly inspected the motorized Forte Power Reclining Sofa and Power Gliding Console Loveseat to Plaintiff's residence.

29. On or about November 28, 2019, as a result of the defective and dangerous conditions of the Forte Power Reclining Sofa and its component parts and constituents, Plaintiff, JULIUS TEUKU, was using the sofa, for the purpose for which it was intended, and while using said sofa in the ordinary intended manner, JULIUS TEUKU was caused to have his left middle finger violently severed by the power console of the sofa and its component parts and constituents and suffered additional serious and severe injuries.

30. That the aforementioned occurrence was caused solely and wholly by reason of the negligence of the Defendants, BOB'S DISCOUNT FURNITURE, LLC and MASTER SOFA INTERNATIONAL CO., LTD, without any fault or negligence on the part of the Plaintiff contributing thereto.

31. That at all times hereinafter mentioned, the Defendants, BOB'S DISCOUNT FURNITURE, LLC and MASTER SOFA INTERNATIONAL CO., LTD, increased the risk of harm to Plaintiff, JULIUS TEUKU, by failing to warn him of a hazardous condition which Defendants knew or should have known existed, namely the dangerous and defective condition of said Forte Power Reclining Sofa, and its component parts and constituents.

32. Plaintiff was not aware of said defects at any time prior to suffering the aforementioned serious injuries during Plaintiff's ordinary and intended use of the Forte Power Reclining Sofa and its component parts and constituents.

33. That at all times hereinafter mentioned, the Defendants, BOB'S DISCOUNT FURNITURE, LLC and MASTER SOFA INTERNATIONAL CO., LTD, were negligent, careless and reckless in failing to properly manufacture, assemble, manage, inspect, repair, and/or design the Forte Power Reclining Sofa used by the Plaintiff; in designing, manufacturing, selling, delivering, installing, repairing, managing, distributing and/or maintaining the Forte Power Reclining Sofa in an unfit, dangerous and hazardous condition; in failing to notify and/or inform the consumers of the Forte Power Reclining Sofa, and Plaintiff in particular, of the unfit condition and/or operational difficulties of the Forte Power Reclining Sofa used by the Plaintiff; and in otherwise acting or failing to act with respect to the Forte Power Reclining Sofa used by the Plaintiff with the result that Plaintiff was caused to be seriously and permanently injured as a result of the negligence, carelessness and recklessness of the Defendants.

34. That at all times hereinafter mentioned, the Defendants, BOB'S DISCOUNT FURNITURE, LLC and MASTER SOFA INTERNATIONAL CO., LTD, were involved in the design, manufacture, supply, possession, maintenance, management, control, alteration, and/or repair of the Forte Power Reclining Sofa.

35. That at all times hereinafter mentioned, the Defendants, BOB'S DISCOUNT FURNITURE, LLC and MASTER SOFA INTERNATIONAL CO., LTD, failed to apprise, warn and/or advise the Plaintiff, JULIUS TEUKU, of the operational difficulties of the aforementioned Forte Power Reclining Sofa.

36. That at all times hereinafter mentioned, the Defendants, BOB'S DISCOUNT FURNITURE, LLC and MASTER SOFA INTERNATIONAL CO., LTD, negligently, carelessly, reckless, and/or grossly negligently altered, removed, and/or failed to install guards, interlocking devices, or other protective devices that could have protected or prevented the Plaintiff from sustaining injuries during his operation of the Defendants' Forte Power Reclining Sofa.

37. That at all times hereinafter mentioned, the Defendants, BOB'S DISCOUNT FURNITURE, LLC and MASTER SOFA INTERNATIONAL CO., LTD, were aware, or with the exercise of reasonable care, should have known, that the failure to install or otherwise equip the Forte Power Reclining Sofa with component parts would unreasonably expose individuals using the aforementioned Forte Power Reclining Sofa, and more specifically, the Plaintiff, to sustaining injuries.

38. That despite having such knowledge and awareness, Defendants, BOB'S DISCOUNT FURNITURE, LLC and MASTER SOFA INTERNATIONAL CO., LTD, failed to apprise, warn and/or advise the Plaintiff, JULIUS TEUKU, of their failure to install or otherwise equip the Forte Power Reclining Sofa with component parts.

39. That solely by reason of the aforementioned negligence of the Defendants, BOB'S DISCOUNT FURNITURE, LLC and MASTER SOFA INTERNATIONAL CO., LTD, the Plaintiff, JULIUS TEUKU, was seriously and permanently injured.

40. As a result of the described defective conditions of the Forte Power Reclining Sofa, Plaintiff, JULIUS TEUKU, sustained severe and permanent personal injuries, became sick, sore, lame and disabled; suffered injuries to his nervous systems; suffered mental anguish, was confined to hospital, bed and home and may, in the future, be so confined; was incapacitated from attending to his usual duties and vocation and may, in the future, be so incapacitated; will suffer a loss and/or limitation of quality and enjoyment of life; and was otherwise damaged.

41. As a further result of the above described defective conditions of the Forte Power Reclining Sofa, Plaintiff, JULIUS TEUKU, has incurred and will continue to incur medical and related expenses for physicians, surgeons, hospital care, and other medical services and supplies; the full amount of these expenses is not known to plaintiff at this time.

42. That by reason of the foregoing, the Plaintiff, JULIUS TEUKU, has been unable to attend his usual occupation in the manner required.

43. That one or more of the exceptions of §§ 1601 and 1602 of the Civil Practice Law and Rules applies to the within action.

44. That as a result of the foregoing, the Plaintiff, JULIUS TEUKU, sustained damages in an amount that exceeds the jurisdictional limits of the lower Courts.

**AS AND FOR A SECOND CAUSE OF ACTION**

45. Plaintiff repeats and realleges the allegations made in paragraphs “1” – “44” above with the full force and effect as if stated more fully herein.

46. That the Defendant, MASTER SOFA INTERNATIONAL CO., LTD, its agents, servants, employees, and/or distributors, manufactured, distributed, installed, designed, inspected, advertised, marketed, sold, or otherwise offered into the stream of commerce, the component parts,

including but not limited to the Forte Power Reclining Sofa, for use by businesses such as those owned and operated by the Defendant, BOB'S DISCOUNT FURNITURE, LLC.

47. That the negligent manufacturing, distribution, testing, installation, inspection, and/or design of the component parts, including but not limited to the Forte Power Reclining Sofa by the Defendant, MASTER SOFA INTERNATIONAL CO., LTD, its agents, servants, employees, and/or distributors, caused injury within the State of New York, and more particularly, to the Plaintiff, JULIUS TEUKU, thereby conferring jurisdiction over the Defendant, MASTER SOFA INTERNATIONAL CO., LTD, within the State of New York and more particularly, within the Supreme Court of the State of New York in and for the County of Bronx.

48. That the Plaintiff, JULIUS TEUKU, was injured as a consequence of the negligence, gross negligence, carelessness, and recklessness of the Defendant, MASTER SOFA INTERNATIONAL CO., LTD, its agents, servants, employees and/or distributors, in the manufacturing, distributing, testing, installation, inspection, selling, marketing, and/or design of the aforementioned Forte Power Reclining Sofa component parts that should have been installed, located and/or present at the location of the incident on the date of the incident, but for which Defendant had failed to have installed and/or equipped on the aforementioned Forte Power Reclining Sofa and as a result did not protect the Plaintiff, JULIUS TEUKU, thereby being a contributing factor to the injuries and damages suffered by the Plaintiff.

49. That the aforementioned incident was caused wholly and solely by reason of the negligence, carelessness, recklessness and/or gross negligence of the Defendants and their agents, servants, employees, licensees and/or distributors, without any fault or negligence on the part of the Plaintiff, JULIUS TEUKU, contributing thereto.

50. That by reason of the foregoing, Plaintiff, JULIUS TEUKU, sustained serious and permanent injuries.

51. That by reason of the foregoing, JULIUS TEUKU, sustained severe and permanent personal injuries, became sick, sore, lame and disabled; was confined to hospital, bed and home and may, in the future, be so confined; was incapacitated from attending to his usual duties and may, in the future, be so incapacitated; and was otherwise damaged.

**AS AND FOR A THIRD CAUSE OF ACTION**

52. Plaintiff repeats and realleges the allegations made in paragraphs “1” – “51” above with the full force and effect as if stated more fully herein.

53. On July 4, 2019, the Plaintiff purchased a Forte Power Reclining Sofa and Power Gliding Console Loveseat from Defendant, BOB’S DISCOUNT FURNITURE, LLC, located in Queens County, State of New York.

54. That the Defendants, BOB’S DISCOUNT FURNITURE, LLC and MASTER SOFA INTERNATIONAL CO., LTD, warranted that the aforementioned Forte Power Reclining Sofa was fit for the purpose for which it was intended.

55. That the Defendants, BOB’S DISCOUNT FURNITURE, LLC and MASTER SOFA INTERNATIONAL CO., LTD, warranted that the aforementioned Forte Power Reclining Sofa was safe for use in every respect, and had been manufactured safely and warranted that it was good, safe and proper to use by patrons of the Defendants and Plaintiff in particular.

56. That the Defendants, BOB’S DISCOUNT FURNITURE, LLC and MASTER SOFA INTERNATIONAL CO., LTD, impliedly warranted that the aforementioned Forte Power Reclining Sofa was of merchantable quality and was safe for use by consumers of the Forte Power Reclining Sofa and Plaintiff in particular.

57. That relying upon said warranties, the Plaintiff, JULIUS TEUKU, proceeded to use the aforementioned Forte Power Reclining Sofa in accordance with its intended, advertised use.

58. That on November 28, 2019, while the Plaintiff, JULIUS TEUKU, was using the aforementioned Forte Power Reclining Sofa, in accordance with its intended use, the aforementioned Forte Power Reclining Sofa, or one of its components, caused the Plaintiff, JULIUS TEUKU, to suffer serious and permanent bodily injuries.

59. That the aforementioned incident was caused by reason that Defendants, BOB'S DISCOUNT FURNITURE, LLC and MASTER SOFA INTERNATIONAL CO., LTD, breached their warranties of merchantability and fitness for intended use of the aforementioned Forte Power Reclining Sofa, which warranties were both express and implied, in that the aforementioned Forte Power Reclining Sofa, as designed, manufactured, sold, and made available for use by consumers, was in a condition that was neither merchantable nor fit for its intended use.

60. That by reason of the foregoing, JULIUS TEUKU, sustained severe and permanent personal injuries, became sick, sore, lame and disabled; was confined to hospital, bed and home and may, in the future, be so confined; was incapacitated from attending to his usual duties and may, in the future, be so incapacitated; and was otherwise damaged.

**AS AND FOR A FOURTH CAUSE OF ACTION**

61. Plaintiff repeats and realleges the allegations made in paragraphs "1" – "60" above with the full force and effect as if stated more fully herein.

62. That the aforementioned Forte Power Reclining Sofa and/or its component parts, as designed, manufactured, installed, inspected, tested, initially sold, and made available to the public, was defective in a manner that rendered it inherently dangerous and that said defect was a substantial factor in causing the serious and permanent injuries suffered by the Plaintiff.

63. That by reason of the foregoing, the Defendants, BOB'S DISCOUNT FURNITURE, LLC and MASTER SOFA INTERNATIONAL CO., LTD, its agents, servants, employees and/or distributors, are liable to the Plaintiff in strict liability and tort, and/or strict products liability.

64. That by reason of the foregoing, JULIUS TEUKU, sustained severe and permanent personal injuries, became sick, sore, lame and disabled; was confined to hospital, bed and home and may, in the future, be so confined; was incapacitated from attending to his usual duties and may, in the future, be so incapacitated; and was otherwise damaged.

### **PRAYER FOR RELIEF**

65. Plaintiff repeats and realleges the allegations made in paragraphs "1" – "64" above with the full force and effect as if stated more fully herein.

66. That one or more of the exceptions of §1601 and 1602 of the Civil Practice Law and Rules applies to the within action.

67. That as a result of the foregoing, the Plaintiff has sustained damages in an amount that exceeds the jurisdictional limits of the lower Courts.

**WHEREFORE**, Plaintiff, JULIUS TEUKU, demands judgment against the Defendants, BOB'S DISCOUNT FURNITURE, LLC and MASTER SOFA INTERNATIONAL CO., LTD, in an amount that exceeds the jurisdictional limits of the lower Courts, all together with the costs and disbursements of this action.

Dated: New York, New York  
May 7, 2021



Kevin S. Klein, Esq.  
ROSENBAUM & ROSENBAUM P.C.  
*Attorneys for Plaintiff*  
100 Wall Street, 15<sup>th</sup> Floor  
New York, NY 10005  
(212) 514-5007



**VERIFICATION**

STATE OF NEW YORK - COUNTY OF NEW YORK

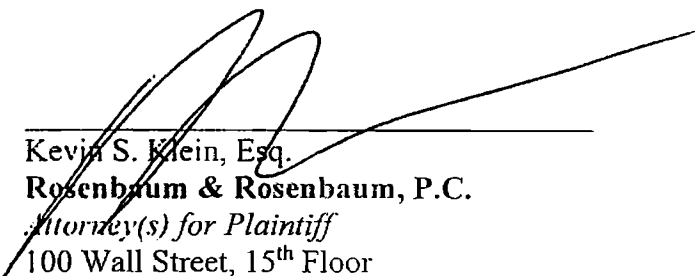
Kevin S. Klein, Esq., an attorney duly admitted to practice before the Courts of the State of New York hereby affirms the following to be true under penalty of perjury:

I am associated with **ROSENBAUM & ROSENBAUM, P.C.**, attorneys of record for the plaintiff in the above action.

I have read the annexed **VERIFIED AMENDED COMPLAINT** and know the contents thereof. The same is true to my own knowledge, except as to the matters stated therein to be alleged upon information and belief, and as to those matters, I believe them to be true. The reason this Verification is made by me and not by Plaintiff, is that Plaintiff resides outside of the county in which I maintain my law office.

The grounds of my belief as to all matters not stated therein upon my own knowledge are as follows: a review of the file maintained by this office, books records and investigation.

Dated: New York, New York  
May 7, 2021

  
\_\_\_\_\_  
Kevin S. Klein, Esq.  
**Rosenbaum & Rosenbaum, P.C.**  
*Attorney(s) for Plaintiff*  
100 Wall Street, 15<sup>th</sup> Floor  
New York, New York 10005  
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